

SECTION A

Solicitation/Contract Form

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 1 OF 81 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
USDCAZ.2012.330	USDCAZ.2012.330	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	03/30/2012		
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than item 7)		
Rhonda Van Dyke - U.S. District Court for the District of Arizona			401 W. Washington, Suite 150, SPC 5 - Phoenix, AZ 85003		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and four (4) copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in 401 W. Washington, Suite 150, SPC 5 until 5:00 p.m. local time 04/13/2012

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	Betsy Tait, Jury Administrator/COTR	AREA CODE 602 NUMBER 3227271 EXT.	betsy_tait@azd.uscourts.gov

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
AREA CODE NUMBER EXT.			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than item 7)		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - Far (48 CFR) 53.214 (c)

SECTION B

Products/Services and Prices/Costs

The contractor shall provide comprehensive mailing services for juror questionnaires and summonses for the District of Arizona. The quantities cited below are only estimates and should not be interpreted by the Contractor as definitive numbers. The actual quantities ordered will depend on the required volume of jury cases and jurors needed in the District of Arizona. Quantities listed could dramatically increase or decrease. The quantities listed are expected to increase at a rate of approximately 3% per year over the next four years. This growth factor has been incorporated into the estimated quantities listed in the pricing schedule below. Prospective Contractors should provide their best unit price proposal for the categories listed.

Schedule of Pricing/Cost:

BASE YEAR / First Year: One Year Commencing on the Date of Contract Award

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total Amount
1-a	First Weekly Summonsing – Phoenix	850	Each		
1-b	First Weekly Summonsing – Tucson	900	Each		
1-c	First Monthly Summonsing - Prescott	1,400	Each		
1-d	Second Weekly Summonsing – Phoenix	300	Each		
1-e	Second Weekly Summonsing - Tucson	350	Each		
1-f	Second Monthly Summonsing - Prescott	550	Each		
1-g	Quarterly NCOA	1	Run		
TOTAL BASE YEAR					\$

OPTION YEAR 1: Dates to be Inserted in the Awarded Contract Based Upon Date of Award

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total Amount
2-a	First Weekly Summonsing – Phoenix	876	Each		
2-b	First Weekly Summonsing – Tucson	927	Each		
2-c	First Monthly Summonsing - Prescott	1,442	Each		
2-d	Second Weekly Summonsing – Phoenix	309	Each		
2-e	Second Weekly Summonsing - Tucson	361	Each		
2-f	Second Monthly Summonsing - Prescott	567	Each		
2-g	Quarterly NCOA	1	Run		
TOTAL BASE YEAR					\$

OPTION YEAR 2: Dates to be Inserted in the Awarded Contract Based Upon Date of Award

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total Amount
3-a	First Weekly Summoning – Phoenix	902	Each		
3-b	First Weekly Summoning – Tucson	955	Each		
3-c	First Monthly Summoning - Prescott	1,485	Each		
3-d	Second Weekly Summoning – Phoenix	318	Each		
3-e	Second Weekly Summoning - Tucson	372	Each		
3-f	Second Monthly Summoning - Prescott	584	Each		
3-g	Quarterly NCOA	1	Run		
TOTAL BASE YEAR					\$

OPTION YEAR 3: Dates to be Inserted in the Awarded Contract Based Upon Date of Award

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total Amount
4-a	First Weekly Summoning – Phoenix	929	Each		
4-b	First Weekly Summoning – Tucson	984	Each		
4-c	First Monthly Summoning - Prescott	1,530	Each		
4-d	Second Weekly Summoning – Phoenix	328	Each		
4-e	Second Weekly Summoning - Tucson	383	Each		
4-f	Second Monthly Summoning - Prescott	602	Each		
4-g	Quarterly NCOA	1	Run		
TOTAL BASE YEAR					\$

OPTION YEAR 4: Dates to be Inserted in the Awarded Contract Based Upon Date of Award

Item No.	Description of Services	Estimated Quantity	Unit	Unit Price	Total Amount
5-a	First Weekly Summoning – Phoenix	957	Each		
5-b	First Weekly Summoning – Tucson	1,014	Each		
5-c	First Monthly Summoning - Prescott	1,576	Each		
5-d	Second Weekly Summoning – Phoenix	338	Each		
5-e	Second Weekly Summoning - Tucson	394	Each		
5-f	Second Monthly Summoning - Prescott	620	Each		
5-g	Quarterly NCOA	1	Run		
TOTAL BASE YEAR					\$

[END OF SECTION B]

SECTION C

Description/Specifications/Statement of Work

C.1. Description

The U.S. District Court of Arizona ("District of Arizona") requires contractor support services in processing and mailing juror qualification questionnaires and summonses, including data for the final merging, printing, sorting, collating, folding, stuffing and mailing as described in detail below. The District of Arizona mails approximately 150,000 juror questionnaires annually. These questionnaires are sent out based on the geographical location of the three divisional offices of the Court. These divisional offices are located in Phoenix, Prescott and Tucson.

Each mailing will consist of the following items, which the District of Arizona will provide:

- JUROR QUALIFICATION QUESTIONNAIRE
- SUMMONS FOR JURY SERVICE
- INFORMATIONAL LETTER (PROVIDED IN ELECTRONIC FORM)
- NUMBER 9 RETURN ENVELOPE
- NUMBER 10 MAILING WINDOW ENVELOPE (WITH BULK MAIL PERMIT IMPRINT)

The District of Arizona summons jurors on a weekly basis for two divisional offices and monthly for one divisional office. There are three divisional offices: Phoenix, Prescott and Tucson. All envelopes must be kept separate to be identified and used for the correct mailing. The mailing envelopes have return addresses for Phoenix (used for Phoenix and Prescott mailings) and Tucson (used for Tucson mailings). Return envelopes are addressed to each divisional office. Pre-printed juror questionnaire and summons forms along with an electronic information letter will also be provided to the contractor for each mailing.

Juror names and addresses for mailings are stored on the court's master jury wheel. Required services include periodically updating the master wheel with information from the U.S. Postal Service National Change of Address (NCOA) database. The current master wheel is one year old and has approximately 315,000 records.

C.2. Scope of Work

The contractor shall provide comprehensive mailing services for juror questionnaires and summonses for the District of Arizona as thoroughly outlined in the description above and in the scope and statement of work provided on the following pages.

Item 1	Notification
	Contractor will be given a mailing schedule from the District of Arizona listing the scheduled mailings for each week. <i>{The mailing schedule is based upon providing (1) an initial notice to jurors seven weeks in advance of their scheduled jury duty week as well as (2) a second notice three weeks in advance of the scheduled jury duty week to those jurors who have not responded to the initial notice. For example, the mailing required for the week of January 16, 2012, would include the initial notice to jurors scheduled for duty the week of March 5, 2012, as well as second notices to jurors scheduled for duty the week of February 6, 2012.}</i> When the data is ready for processing, notification shall be made via an immediate E-mail message to a contractor

	representative to complete the order. The ordered mailing must be completed within 72 hours of notification. Notification is defined as the date and time of the sent E-mail notification. The 72 hour timeline includes all weekends and holidays. The 72 hour period also includes the period for approval of all proofs.
Item 2	<i>Confirmation of Notification</i>
	Absent receipt of a delivery failure notice, all outgoing E-mail notifications from the District of Arizona will be considered "delivered" as of one hour following the time of day on the date the message was sent. A confirmation message in response is preferred, but absence of such response will not affect the date and time of official notification, which is one hour from the time of day sent by court personnel as recorded by the court's electronic mail system. As noted in Item #1 above, the ordered mailing must be completed within 72 hours of the notification (i.e., from the date and time the E-mail notification was sent – not received. Further, the 72 hour timeline includes all weekends and holidays. The 72 hour period also includes the period for approval of all proofs.)
Item 3	<i>Data Retrieval</i>
	<p>Contractor shall retrieve the needed mailing data (i.e., juror name and mailing address) via Internet access from the District of Arizona. The data can be provided in the following formats: .dbf, .txt, .csv or .xls. <i>{The District of Arizona will provide the contractor with a password to be able to log on to a secured server to download the data. The data will remain encrypted during the downloading process so no one can intercept it. The District of Arizona will provide contractor with encryption software and necessary passwords to unencrypt the data.}</i></p> <p>Note: The mailing address will only provide a five digit zip code.</p>
Item 4	<i>CASS and PAVE Processing</i>
	Each week contractor will standardize the address line and add the Zip + 4® extension and 11-digit bar code to all records to ensure that addresses are compliant with postal regulations and eligible for the highest discount rate possible. Contractor will notify the District of Arizona of any zip codes that change.
Item 5	<i>Merging of Data</i>
	Contractor will be provided with the text and variable fields of data for the shell documents for the questionnaire and summons. The variable data will consist of dates provided by the District of Arizona and the remainder of the data will come from the data files containing participant numbers, names and addresses of the jurors being summonsed. Once the variable data has been entered, the data files will be merged into the documents to complete the process. The information letter also contains variable data, but the District of Arizona will provide an electronic form of the letter. The letter can be provided in .wpd, .doc or .pdf. If contractor chooses, contractor can make the information letter a variable merge document and the District of Arizona will provide that variable data each week. Please refer to Attachment A for sample documents of the variable information in each shell document and what the final printed documents will look like.

Item 6	<i>Proofs</i>
	Contractor will provide the District of Arizona with one proof for each mailing (i.e., questionnaire, summons and information letter for each weekly/monthly mailing). The proofs will be encrypted and posted to a secure drive provided by the District of Arizona. Contractor will then notify the District of Arizona via E-mail that the proofs are available. Once approved, the District of Arizona will notify the contractor via E-mail that the mailings are approved for printing and mailing.
Item 7	<i>Printing</i>
	Contractor shall print the jurors' names and relevant information on the court-provided juror questionnaires and summonses based upon the electronic information provided by the District of Arizona for each mailing. Contractor shall also print the information letters for each divisional office for inclusion with the corresponding juror questionnaire and summons. As previously noted, notification for each mailing is generally provided seven weeks prior to the week/month of service for the first mailing and three weeks for the second mailing.
Item 8	<i>Collating Information Letters, Summonses and Questionnaires</i>
	Contractor shall collate the properly printed juror qualification questionnaire and the summons with the information letter. This process must be entirely automated.
Item 9	<i>Folding</i>
	Contractor shall fold the juror qualification questionnaire, summons and information letter. Folds on the forms must be exact as return envelopes are run through an envelope slicer and then the questionnaire is run through a scanner for automated entry of data. If folds are not exact, the subsequent receipt processes by court staff must be completed manually. This process must be entirely automated.
Item 10	<i>Collating with Envelopes/Mailing Materials</i>
	Contractor shall collate the tri-folded questionnaire, summons and letter with the #9 return envelope. This process must be entirely automated.
Item 11	<i>Inserting Collated Documents Into #10 Window Envelope</i>
	Contractor shall insert the collated documents (i.e., the questionnaire, summons and information letter) with the #9 return envelope into the #10 window envelope. This process must be entirely automated.
Item 12	<i>Conducting Quality Assurance</i>
	Contractor shall conduct quality assurance procedures throughout the process

	to ensure each #10 envelope contains a personalized juror qualification questionnaire and summons addressed to the same person along with the correct information letter and #9 envelope.
Item 13	<i>Sealing the #10 Envelope for Mailing</i>
	Upon verification of mailing contents, contractor shall seal the #10 window envelope for mailing.
Item 14	<i>Sorting and Completing Mail Preparation</i>
	Contractor shall complete any final sorting required for mail preparation.
Item 15	<i>Metering Each Piece of Mail</i>
	The bulk of the mailings will be done through the permit mail process. In the event a piece of mail needs to be metered, it shall be the contractor's responsibility to provide any required postage in advance and invoice the District of Arizona for the postage costs. These costs shall be indicated separately on the contractor's invoice.
Item 16	<i>Mailing</i>
	Contractor shall mail each completed #10 envelope by delivering items to the U.S. Postal Service for delivery to the addressees.
Item 17	<i>Mailing Transaction Receipt</i>
	At the completion of each week's mailings, contractor shall forward the Mailing Transaction Receipt from the post office along with a count of how many envelopes were mailed using first class postage.
Item 18	<i>NCOA</i>
	Contractor will run the master wheel of the District of Arizona against the NCOA every 90 days to ensure that the wheel contains the most up-to-date addresses. The number of names in the wheel will decline over the life of the wheel as names of jurors are pulled each week/month for the summoning process. Contractor will provide the District of Arizona with the MOVERS, NIXIES and ANKS files for updating the master wheel. This process can take no longer than 48 hours. The data will be provided in a pipe delimited text file. All data is to be kept in uppercase letters.
Item 19	<i>Maintaining Security and Confidentiality</i>
	The mailing lists and all data provided to the contractor are to be held in confidence and not released or used for any other purpose except for the purpose herein stated. Upon award, contractor must sign a confidentiality agreement with the District of Arizona. Please see Attachment B for required confidentiality agreement. Additionally, all supplies provided (i.e., juror summons forms, juror questionnaires and envelopes) are to be securely stored and access to this storage area should only be allowed to authorized personnel. Use of the data provided for any other purpose than for performance of this contract may constitute grounds for termination of the contract under Clause 7-230, Termination for Default.
Item 20	<i>Inventory of Envelopes and Forms</i>
	The District of Arizona will keep a running inventory of envelopes and forms

	ordered and shipped to contractor as well as the number used in each week's mailing. The COTR will order additional supplies when the amount on hand reaches a certain number. The contractor will also need to keep an inventory count to ensure orders are placed timely. These numbers will be provided to contractor once the award is made.
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Acceptable Quality Level Requirements

Accuracy requirements for work performed under this contract are high. Due to the confidential nature of the court and personal juror information, it is imperative that these services be completed error free as these mailings are consequential. In addition to the privacy concerns associated with an individual whose mailing materials may be received by someone else, the Court is sensitive to perceptions of competency by our prospective jurors. Even more troubling is the fact that any sort of error, particularly frequent errors, could compromise the confidence of attorneys and litigants in the jury selection process. This could ultimately lead to a challenge and jeopardize the outcome of a federal court trial. As a result, the following high quality performance standards are required:

- 100% of all juror mailings must be completed within 72 hours of notification
- Master wheel records run against the NCOA every 90 days and completed within a 48 hour period
- No more than one mismatched summons and questionnaire set may occur during a one year period. (Specifically, a set involves two juror names and their associated documents.)
- No more than four errors may occur in the proofs in a one year period.
- Timely notification to the COTR of the need to re-order supplies of envelopes and forms is critical. Mailings can be delayed 2 – 6 weeks if the contractor exhausts its supply of forms or envelopes, and the court may incur additional costs for expedited delivery of new forms and envelopes. The contractor will be held liable for any such increased costs incurred by the court which result from untimely notice to provide new supplies of forms or envelopes.

While these acceptable quality standards are high and require near perfection, experience has shown that this high quality of performance can be achieved as these standards have been attained and maintained with previous contractors. The above quality standards will be effective 30 days after the contractor commences performance of the contract.

Supplies/Materials

The District of Arizona will provide the following supplies:

- Juror Qualification Questionnaire
- Summons for Jury Service
- Number 9 Return Envelope
- Number 10 Mailing Window Envelope (with bulk mail permit imprint)
- Encryption Software

The District of Arizona will also provide the following information or access to information:

- Data files with the jurors' names and mailing addresses will be available via Internet access from the District of Arizona in one of the following formats: .dbf, .txt, .csv or .xls. **(Note: Mailing addresses will only include a five digit zip code.)** The District of Arizona will provide the contractor with a password to be able to log on to a secured server to download the data. The data would remain encrypted during the downloading process so no one can intercept it. The

District of Arizona will provide the contractor with encryption software and necessary password to unencrypt the data.

- Electronic version of information letter.

The District of Arizona will **NOT** provide the following supplies or materials:

- Copy paper for the information letters
- Software or hardware necessary to access the Internet and/or retrieve data files.
- Software or hardware necessary to successfully complete the merging, printing, sorting, collating, folding, stuffing and mailing of the juror qualification questionnaire and summons with an informational letter and return envelope.
- Software or hardware necessary to access NCOA.

Storage Capability

The U.S. District Court will purchase and provide the juror qualification questionnaires, summonses, #9 return envelopes and #10 window mailing envelopes necessary to complete the mailings. **The contractor must have available secured storage space to maintain these supplies. It is estimated that 265 cubic square feet of storage space is needed to maintain these supplies.** For example, the District of Arizona will purchase the #9 and #10 envelopes in bulk and have them shipped directly to the contractor. The contractor will need to be able to accept/receive shipments and securely store these envelopes until needed. Additionally, as previously noted, the envelopes are addressed to each divisional office (there are three divisional offices) and will need to be kept separate to ensure the appropriate envelopes are used. The pre-printed juror questionnaire and summons forms will also be shipped to the contractor for storage since the contractor will be completing the final printing of the jurors' information on these forms.

Secured storage space is defined as a locked storage room with access limited to authorized employees of the contractor. The Contracting Officer and/or COTR for the District of Arizona will have the right to inspect the premises at any time to ensure the provided supplies, specifically, the juror qualification questionnaires, summons, #9 return envelopes and #10 window mailing envelopes, are adequately secured and access is limited to only authorized individuals.

If any of the supplies provided by the District of Arizona (i.e., the juror qualification questionnaires, summons, #9 return envelopes and #10 window mailing envelopes) were to be lost or stolen, the contractor must immediately report the loss or theft to the Contracting Officer and/or COTR. (Immediate report is defined as a telephone call with a follow-up E-mail message documenting the occurrence and circumstances within 24 hours of the discovered theft or loss.) Should any loss or theft result from negligence on the part of the contractor, the contractor will be responsible for the cost of replacing the lost or stolen items.

Jury Process Information

The District of Arizona currently operates a one appearance/one trial jury system. Jurors are on call for one week for Phoenix and Tucson and one month for Prescott or until they make one appearance at the courthouse. Juror mailings are done on a weekly basis, approximately seven weeks prior to the week/month the juror is on call.

Quantity

The District of Arizona is currently summoning the following number of jurors each week/month:

	<u>Weekly</u>	<u>Monthly</u>
Phoenix Divisional Office	850	-0-
Prescott Divisional Office	-0-	1,400
Tucson Divisional Office	900	-0-

A second mailing is conducted for each weekly/monthly mailing for each division office. This mailing consists of jurors who have not responded to the initial questionnaire by a certain date. This number will vary each week/month, but the following is an estimate of the number mailed:

	<u>Weekly</u>	<u>Monthly</u>
Phoenix Divisional Office	300	-0-
Prescott Divisional Office	-0-	550
Tucson Divisional Office	350	-0-

As a result, there are a minimum of **232 initial and second monthly mailings completed that include approximately 148,200 jurors summonsed each year**. In addition to these mailings, there may be a need to mail out additional questionnaires and summonses for high profile or special trials. These mailings are done on an as needed basis and often with little advance notice.

Location of Performance

Work shall be performed at the contractor's site.

Special Requirements

The mailing lists and all data provided to the contractor are to be held in confidence and not released or used for any other purpose except for the purpose herein stated. Upon award, contractor must sign a confidentiality agreement with the District of Arizona. Please see Attachment B for required confidentiality agreement.

The contractor must maintain and store all data files in an encrypted format for security purposes (i.e., in the event that hardware was compromised or stolen). The contractor must remove all encrypted files from their computers, including recycling bins, within four weeks after notification of completion of the mailing is sent to the District of Arizona.

C.3. Skill Requirements

Contractor must have expert knowledge of printing and mailing services.

C.4. Deliverables

Timelines for each mailing will be provided by the COTR. Generally, the timelines for the various functions are as follow:

- Ordered mailings must be completed within 72 hours of notification.
- Weekly updates/notification of any zip code changes must be received on the same day the

mailings are completed.

- Proof for each mailing (i.e., questionnaire, summons and information letter for each weekly/monthly mailing) must be received with 24 hours of ordered mailings.
- The master wheel must be run against the NCOA every 90 days to ensure the wheel contains up-to-date addresses. Contractor will provide the MOVERS, NIKIES and ANKS files and this process must be submitted within 48 hours of completion.

C.5. Place of Delivery and Timeline of Deliverables

All deliverables shall be submitted to the following COTR:

Ms. Betsy Tait
Jury Administrator
401 W. Washington Street, SPC 2
Phoenix, AZ 85003-7270

Phone: (602) 322-7271

E-mail: betsy_tait@azd.uscourts.gov

Ms. Tait will serve as the COTR (Contracting Officer's Technical Representative) for this award and any subsequent contract award.

[END OF SECTION C]

SECTION D

Packaging and Marking

D.1 Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

Clause Number	Clause Title	Date
2-45	Packaging and Marking	August 2004

[END OF SECTION D]

SECTION E

Inspection and Acceptance

E.1 Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

Clause Number	Clause Title	Date
2-5B	Inspection of Services	August 2004

E.2 Acceptance

As specified in the statement of work.

[END OF SECTION E]

SECTION F

Deliveries or Performance

F.1 Clause B-5, Clauses Incorporated by Reference (SEPT 2010)

This contract incorporates one or more clauses by reference, with same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.uscourts.gov/procurement.aspx>

Clause Number	Clause Title	Date
2-25A	Delivery Terms and Contractors Responsibilities	January 2003
2-60	Stop Work Order	January 2010
7-200	Judiciary Delay of Work	January 2003

F.2 Deliverables

Deliverables are due as specified in the statement of work.

F.3 Notice to the Government of Delays

In the event the contractor encounters difficulty in meeting performance requirements, or when the contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, including any failure of electronic equipment/network which would prevent timely receipt of mailing notifications from the court, the contractor shall immediately notify the Contracting Officer and the COTR, by telephone, facsimile, or email followed by notification in writing, giving pertinent details, provided this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.4 Waiver of Delivery Schedule

Acceptance of delinquent deliveries shall not be regarded as an extension, waiver, or abandonment of the delivery schedule, or a waiver of the Government's rights to terminate the contractor for default.

Any assistance rendered to the contractor on this contract, or acceptance by the Government of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages. Further, such assistance, if rendered, shall not be considered as intention on the part of the Government to condone any delinquency.

F.5 Type of Contract

This is a fixed price contract.

F.6 Period of Performance

The period of performance of this contract begins on the date of contract award and continues for a period of 12 months with four (4) one-year option periods to be exercised at the option of the government and **subject to funding availability**. Under no circumstances may the period of performance extend more than five years.

[END OF SECTION F]

SECTION G

Contract Administration Data

G.1 Clause 7-1, Contract Administration (JAN 2003)

- (a) The Contracting Officer and Contracting Officer's Technical Representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The Contracting Officer responsible for the administration of this contract will provide a cover letter providing the Contracting Officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the Contracting Officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the Contracting Officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the Contracting Officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the Contracting Officer.

Contracting Officer: Rhonda K. Van Dyke, FABD Manager

G.2 Clause 7-5, Contracting Officer's Technical Representative (JAN 2003)

- (a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
 - (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
 - (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
 - (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
 - (4) providing the contracting officer a written request and justification for changes;
 - (5) providing interpretations relative to the meaning of technical specification and technical advice relative to contracting officer's written approval; and
 - (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

The COTR for this contract: Betsy Tait, Jury Administrator

G.3 Clause 7-10, Contractor Representative (JAN 2003)

- (a) The contractor's representative to be contacted for all contract administration matters is as follows
(contractor complete the information):
- Name:
- Address:
- Telephone:
- Email:
- Fax:
- (b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.
- (end)

G.4 Clause 7-125, Invoices (APR 2011)

- (a) Invoices shall be submitted to the address (physical or e-mail) specified in this contract and in accordance with any schedule for payments set forth elsewhere under this contract.
- (b) The office that will make payments due under this contract will be designated as specified in the contract at the time of contract award.
- (c) To constitute a proper invoice, the billing document shall include the following information and/or attached documentation:
- (1) name of business concern and such business's Taxpayer Identification Number;
 - (2) period(s) covered by invoice and invoice date;
 - (3) Purchase order or contract number or other authorization for delivery of property or services, e.g., delivery/task order number for orders under indefinite delivery contracts;
 - (4) for each line item - general description of product delivered or services rendered, measured unit, and associated price;
 - (5) Any applicable payment discount terms;
 - (6) total amount billed;
 - (7) a subtotal of any and all fees or credits applied to the invoice;
 - (8) an amount due (if any) or credit balance;
 - (9) name (where practicable), title, phone number, fax number, and complete mailing address of the responsible official to whom payment is to be sent. The "remit to" address shall correspond to the remittance address in the contract;
 - (10) other substantiating documentation or information as required by the purchase/ delivery/task order or contract;
 - (11) all follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification shall be directed to the relevant paying authority specified in the contract.

G.5 Schedule for Invoice Payment

Invoices will be paid in arrears on a monthly basis.

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[END OF SECTION G]

SECTION H

Special Contract Requirements

H.1 Clause B-5, Clauses Incorporated by Reference (SEP 2010)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

CLAUSE NUMBER	CLAUSE TITLE	DATE
1-1	Employment by the Government	January 2003
7-55	Contractor Use of Judiciary Networks	January 2003

Provision 7-20, SECURITY REQUIREMENTS (APR 2011)

(a) Definitions. As used in this clause:

"Access" means physical entry into, and to the extent authorized, mobility within, a judiciary facility.

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "judiciary facility" means buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the judiciary.

"Judiciary IT resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(b) Requirements.

Contractor employees working on this contract must complete such forms as may be necessary for security purposes or other reasons. Completed forms shall be submitted as directed by the Contracting Officer's Technical Representative (COTR). Depending upon the

level of access required to judiciary facilities or IT resources for performance of the work, contractor employees may be subject to any of the following types of security checks:

Fingerprint Check

Credit Check

National Agency Check with Inquires (NACI)

National Agency Check with Inquiries and Credit (NACIC)

National Agency Check with Law and Credit (NACLC)

Single Scope Background Investigation (SSBI)

Single Scope Background Investigation – Periodic Reinvestigation (SSBI-PR)

Public Trust Special Background Investigation (PTSBI)

Citizenship and Immigration Services (CIS) Check

Contractor employees visiting court sites to provide support covered under this contract may be subjected to additional FBI screening and U.S. Marshal inspection.

(c) Exemption.

Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information: employee's full name, Social Security Number, and place and date of birth.

(d) Facility Access Cards (FAC).

The contractor shall be responsible for all Facility Access Cards or other government identification cards issued to the contractor's employees and shall immediately notify the COTR if any Facility Access Card(s) cannot be accounted for. The contractor shall notify the COTR immediately whenever any contractor employee no longer has a need for his/her judiciary-issued FAC (e.g., employee terminates employment with the contractor, employee's duties no longer require access to judiciary facilities). The COTR will instruct the contractor as to how to return the FAC. Upon expiration of this contract, the COTR will instruct the contractor as to how to return all judiciary-issued FACs not previously returned. The contractor shall not return FACs to any person other than the individual(s) named by the COTR.

(e) Control of access.

The judiciary shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to judiciary facilities and IT resources. The COTR will notify the contractor immediately when the judiciary has determined that an employee is unsuitable or unfit to be permitted access to a judiciary facility following the completion of any of the security checks/investigations listed in (b) above, or as a result of new information obtained at any time during the contractor's performance. The contractor shall immediately notify such employee that he/she no longer has access to any judiciary facility and/or judiciary IT resources, remove the employee from any such facility that he/she may be in, and provide a suitable replacement who must comply with the requirements of this and other applicable clauses. In addition, the Contracting Officer may require the contractor to prohibit

individuals from access to judiciary facilities or IT resources if the judiciary deems their initial or continued access contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may be required to have routine physical access to a judiciary facility or routine access to a judiciary IT resource.
- (g) The judiciary reserves the right to refuse to grant facility access for any contractor employee who has been convicted of a felony.

(end)

H.2 Judiciary IT Security Standards (FEB 2012)

(a) Policy.

Contractors developing information systems on behalf of the judiciary are required to implement reasonable and effective security safeguards to protect the confidentiality, integrity, and availability of judiciary information. To ensure judiciary IT security, the contractor shall comply with the requirements below and incorporate this clause in any subcontracts involving the systems integration, software development, or the provision of software services.

(b) The contractor shall:

- (1) provide the contracting officer's technical representative (COTR) or designee access to and information regarding the contractor's information security program and the systems used in performance of this contract when requested in connection with judiciary efforts to ensure compliance with all such security requirements, and shall otherwise cooperate in assuring adequate security for judiciary data.
- (2) secure and maintain any computer system, including mobile devices, which it uses in the performance of this contract as further described below. This includes ensuring that security and other applications software is kept up-to-date and patched; anti-virus software is installed and current; security events are detected and addressed via a formal incident response program; physical security of assets is maintained; judiciary data is isolated from other customer or contractor data in such a manner that data leakage cannot occur between data sets and destruction of judiciary data is not impeded; transmissions of sensitive information taking place over insecure networks (such as the internet) are secure; and business continuity assured in the event of a system failure.
- (3) develop, maintain, and periodically provide to the COTR a master asset inventory list that reflects all assets, government furnished equipment (GFE) or non-GFE that were used to process judiciary information. The initial version shall be provided to the COTR within six months of contract award and updated versions shall be provided at the end of

each six month period thereafter (or a period mutually agreed upon between the COTR and the contractor, not to exceed 12 months).

- (4) ensure that contractor-owned removable media such as removable hard drives, flash drives, CDs, and laptops, containing judiciary data, are encrypted using a NIST FIPS 140-2 (or its successor) approved product.
- (5) ensure that rules of behavior are signed by all contractor employees assigned to work on the judiciary contract, which address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information and be approved by the COTR.
- (6) use secure coding practices in a manner that minimizes security flaws within the software for any software developed in support of the contract. Prior to the execution of a software development task, the contractor shall provide the COTR a copy of the contractor's secure coding best practices policy and upon delivery of the software, the contractor shall certify in writing that the contractor complied with the policy in the performance of its obligations under the contract or task order.
- (7) represent and warrant that any software developed under a statement of work issued by the judiciary shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the software user's or another's software, hardware, networks, data or information.
- (8) correct security-related errors in contractor developed software and applicable documentation that are not commercial off the shelf that are reported by the COTR or discovered by the contractor. If the system is in production, such corrections shall be completed within one working day of the date the contractor discovers or is notified of the error (or a date mutually agreed upon between the COTR and the contractor not to exceed 30 working days). If the system is not in production, such corrections shall be made within five working days of the date the contractor discovers or is notified of the error (or a date mutually agreed upon between the COTR and the contractor, not to exceed 30 days). Latent defects will be handled in the same manner, as soon as they are discovered. If this is a task order contract, the requirement applies to any task order issued under the contract.
- (9) follow NIST 800-53A Revision 1, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, NIST 800-18 Revision 1 Guide for Developing Security Plans for Federal Information Systems, the Judiciary Information Security Framework, version 1.0, the Guide to Implementing the Judiciary Information Security Framework, version 1.0, and other Administrative Office of the US Courts security policies and guidelines, as well as industry best security practices, standards, and guidance, to ensure that the information system will be or has been developed with reasonable and effective security safeguards in place to protect the confidentiality, integrity, and availability of judiciary information. If the aforementioned versions and revisions numbers have been superseded by a more recent version or revision of the cited publication, the most recent version shall be used.

- (10) work with the COTR in performing Security Risk Assessments (SRA). This includes identifying risks related to the design and functionality of a new system against compliance with the judiciary's security risk management model. Activities performed during this phase shall include analyzing how the security architecture protects the security of judicial information, identifying the system boundary, and assessing how management, operational, and technical security safeguards are implemented by the software and hardware, how the system interconnects to other networks while maintaining security, and lastly analyzing other inherent design features. Procedures, including a checklist, shall be developed by the contractor and used to document compliance with baseline security requirements and existing guidance from the Administrative Office of the US Courts.
- (11) initiate a Systems Security Plan (SSP) consistent with NIST 800-18 Revision 1 (or its successor publication) during the planning phase of its systems development life cycle and update the SSP regularly until it accurately reflects the production state of the information system. The contractor shall submit all drafts to the COTR for review and comment. Comments shall be addressed to the satisfaction of the COTR within five business days (or a date mutually agreed upon between the COTR and the contractor not to exceed 30 working days) of receipt. After a system is in production, the SSP must be updated the lesser of: within 30 calendar days of a major change to the system or every two years.
- (12) provide a requirements traceability matrix at the end of analysis phase, design phase, build phase, and deployment phase that designates the security requirements in a separate section so that they can be traced through the development life cycle. The contractor shall also provide the application designs and test plan documentation, and source code to the COTR for review. Lastly, the contractor shall ensure that appropriate security management tools are in place to allow for the review of security configurations, user identities, etc, so that the implementation of security safeguards can be validated.
- (13) have in place configuration management and change control processes to prevent unauthorized modifications or additions to the information system and to ensure that any changes made to the information system are attributable to the individual who implemented the change.
- (14) without exception, prior to making changes that may produce an impact on security, perform a risk assessment that documents the purpose of the change, its security impact, and any compensating safeguards that need to be implemented to reduce residual risk. The risk assessment documentation shall be provided to the COTR prior to change implementation.
- (15) perform self-testing of their implemented security controls, and continuously monitor all testing activities and report on the performance and effectiveness of the information system's security safeguards to the COTR. The specific assessments procedures as outlined in draft NIST Special Publication 800-53A (or its successor), shall be used by the contractor to assess the effectiveness of implemented security safeguards. The

contractor shall provide security test plans and proposed test methods to the project manager within fifteen business days of test execution for review and approval.

- (16) provide a determination statement describing the results of each tested security safeguard within ten days of security test execution. When the results indicate that a safeguard is operating in a partially satisfied or otherwise not satisfied condition, the contractor shall document the security risk associated with the applicable condition, indicating which portions of the security safeguard have not been implemented or applied.
- (17) take corrective action to remedy any deficiencies impeding the successful implementation of a security safeguard. Corrective action must be taken within ten business days (or a date mutually agreed upon between the COTR and the contractor not to exceed 30 working days) of discovery.
- (18) include verification and validation to ensure that the corrective action successfully remedies any safeguard failures identified during security testing.
- (19) provide a determination, in a written form agreed to by the COTR, on whether the implemented corrective action was adequate to resolve the identified information security weaknesses and provide the reasons for any exceptions or risk-based decisions.
- (20) report to the COTR, within 24 hours of discovery, any suspected or confirmed security incidents relative to the systems and data used in fulfillment of this contract and to cooperate in the investigation and resolution thereof. If a data breach occurs or is discovered outside of regular business hours and the COTR cannot be reached, the contractor shall call the Judiciary Automated Systems Incident Response Capability (JASIRC) via phone on (202) 502-4370 or via an email message to either SOC@ao.uscourts.gov or JASIRC@ao.uscourts.gov.

(c) Personally Identifiable Information Notification and Use Requirement

If the contractor has access to sensitive personally identifiable information (PII), the contractor shall certify that it has a security policy in place that contains procedures to promptly notify any individual whose PII was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the COTR, for both method and content of notification, and shall not proceed until the COTR has authorized the notification. The contractor assumes full responsibility for taking corrective action, which may include offering credit monitoring when appropriate.

(d) Pass-through of Security Requirements to Subcontractors

For each subcontractor whose work requires access to judiciary IT resources or data, the contractor must certify that it has incorporated this clause in the subcontract. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

(e) At the expiration of the contract, the contractor shall return all judiciary information and IT resources provided to the contractor during the contract, and provide a certification that all

contractor assets, e.g., laptops, thumb drives, servers, and databases, containing or used to process judiciary information have been sanitized or destroyed. Within 90 days (or sooner upon COTR request), the contractor will certify in writing that sanitization and/or destruction has been performed. This certification includes a description of the data and the asset on which it was stored, the date and method of destruction/sanitization, and by whom. Allowable sanitation and destruction methods are outlined in the NIST Special Publication 800-88 Guidelines for Media Sanitization (or its successor).

(end)

[END OF SECTION H]

SECTION I

Contract Clauses

I.1 Clause B-5, Clauses Incorporated by Reference (JAN 2003)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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CLAUSE NUMBER	CLAUSE TITLE	DATE
B-20	Computer Generated Forms	January 2003
1-5	Conflict of Interest	August 2004
1-10	Gratuities or Gifts	January 2010
1-15	Disclosure of Contractor Information to the Public	August 2004
2-55	Privacy or Security Safeguards	January 2003
3-25	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	January 2003
3-35	Covenant Against Contingent Fees	January 2003
3-40	Restrictions on Subcontractor Sales to the Government	January 2003
3-45	Anti-Kickback Procedures	January 2003
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 2003
3-55	Price or Fee Adjustment for Illegal or Improper Activity	January 2003
3-105	Audit and Records	April 2011
3-120	Order of Precedence - Uniform Contract Format	January 2003
3-160	Service Contract Act of 1965	April 2011
3-175	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multi-Year and Option Contracts)	April 2011
3-205	Protest After Award	January 2003
6-20	Insurance - Work on Within a Judiciary Facility	April 2011

6-40	Federal, State, and Local Taxes	January 2003
6-60	Rights in Data	September 2010
7-15	Observance of Regulations/Standards of Conduct	January 2003
7-20	Security Requirements	April 2011
7-25	Indemnification	August 2004
7-30	Public Use of the Name of the Federal Judiciary	January 2003
7-35	Disclosure or Use of Information	April 2010
7-40	Judiciary-Contractor Relationships	January 2003
7-85	Examination of Records	January 2003
7-100B	Limitation of Liability (Services)	January 2003
7-110	Bankruptcy	January 2003
7-130	Interest (Prompt Payment)	January 2003
7-135	Payments	January 2003
7-140	Discounts for Prompt Payment	January 2003
7-150	Extras	January 2003
7-175	Assignment of Claims	January 2003
7-185	Changes	January 2003
7-205	Payment for Judiciary Holidays	January 2003
7-210	Payment for Emergency Closures	August 2004
7-215	Notification of Ownership Changes	January 2003
7-220	Termination for Convenience of the Judiciary (Fixed-Price)	January 2003
7-230	Termination for Default	January 2003
7-235	Disputes	January 2003

I.2 Clause 2-65, Key Personnel (AUG 2004)

- (a) Individuals identified below as key personnel and accepted for this contract are expected to remain dedicated to this contract. However, in the event that it becomes necessary for the contractor to replace any of the individuals designated as key personnel, the contractor shall request such substitutions in accordance with this clause. Substitution of key personnel will be considered under the following circumstances only:
- (1) All substitutes shall have qualifications at least equal to those of the person being replaced.

- (2) All appointments of key personnel shall be approved in writing by the contracting officer, and no substitutions of such personnel shall be made without the advance written approval of the contracting officer.
- (3) Except as provided in paragraph (4) of this clause, at least 30 days (60 days if security clearance is required) in advance of the proposed substitution, all proposed substitutions of key personnel shall be submitted in writing to the contracting officer, including the information required in paragraph (5) of this provision.
- (4) The following identifies the requirements for situations where individuals proposed as key personnel become unavailable because of sudden illness, death or termination of employment. The contractor shall within 5 work days after the event, notify the contracting officer in writing of such unavailability. If the event happens after award, the contracting officer will determine if there is an immediate need for a temporary substitute and a continuing requirement for a permanent substitute for the key personnel position. The contracting officer will promptly inform the contractor of this determination. If the contracting officer specifies that a temporary substitute is required, the contractor shall as soon as is practical identify who will be performing the work as a temporary substitute. The temporary substitute will then start performance on a date mutually acceptable to the contracting officer and the contractor. Within 15 work days following the event, if the contracting officer specifies that a permanent substitute is required, the contractor shall submit, in writing, for the contracting officer's approval, the information required in (5) and (6) below, for a proposed permanent substitute for the unavailable individual. The approval process will be the same as (7) below.
- (5) Request for substitution of key personnel shall provide a detailed explanation of the circumstances necessitating substitution, a resume of the proposed substitute, and any other information requested by the contracting officer to make a determination as to the appropriateness of the proposed substitute's qualifications. All resumes shall be signed by the proposed substitute and his/her formal (per company accepted organizational chart) direct supervisor or higher authority.
- (6) As a minimum (or as otherwise specified in the solicitation), resumes shall include the following:
 - (a) name of person;
 - (b) functional responsibility;
 - (c) education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - (d) citizenship status;
 - (e) experience including, in reverse chronological order for up to ten years, area(s) or work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for

each position held including specific experience related to the requirements of this contract; and

- (f) certification that the information contained in the resume is correct and accurate (signature of key person and date signed, and signature of the supervisor or higher authority and date signed will be accepted as certification).
- (7) The contracting officer will promptly notify the contractor in writing of his/her approval or disapproval of all requests for substitution of key personnel. All disapprovals will require re-submission of another proposed substitution within 15 days by the contractor.

The following individuals are designated as key personnel under this contract:

Project Director: _____

(end)

I.3 Clause 6-60, RIGHTS IN DATA – GENERAL (SEP 2010)

- (a) Definitions. As used in this clause:

"Computer Database" or "Database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software":

- (1) Means:

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

- (2) Does not include computer databases or computer software documentation.

"Computer Software Documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, Fit, and Function Data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and

performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited Rights" means the rights of the judiciary in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited Rights Data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted Computer Software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted Rights," as used in this clause, means the rights of the judiciary in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(4) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical Data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (see: 41 U.S.C. § 403(8)).

"Unlimited Rights" means the rights of the judiciary to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights

- (1) Except as provided in paragraph (c) of this clause, the judiciary shall have unlimited rights in:
 - (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The contractor shall have the right to:
 - (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- (c) Copyright:
 - (1) Data First Produced in the Performance of this Contract
 - (i) Unless provided otherwise in paragraph (d) of this clause, the contractor may, without prior approval of the contracting officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the contracting officer is required to assert copyright in all other data first produced in the performance of this contract.
 - (ii) When authorized to assert copyright to the data, the contractor shall affix the applicable copyright notices of 17 U.S.C. § 401 or § 402, and an acknowledgment of judiciary sponsorship (including contract number).
 - (iii) For data other than computer software, the contractor grants to the judiciary, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the judiciary. For computer software, the contractor grants to the judiciary, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the judiciary.
 - (2) Data Not First Produced in the Performance of this Contract

The contractor shall not, without the prior written permission of the contracting officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the contractor:

 - (i) Identifies the data; and
 - (ii) Grants to the judiciary, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the judiciary shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
 - (3) Removal of Copyright Notices

The judiciary will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, Publication, and Use of Data

The contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, except:

- (1) As prohibited by federal law or regulation (e.g., export control or national security laws or regulations);
- (2) As expressly set forth in this contract; or
- (3) If the contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the contracting officer.

(e) Unauthorized Marking of Data

- (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the contracting officer may at any time either return the data to the contractor, or cancel or ignore the markings. The following procedures shall apply prior to canceling or ignoring the markings:
 - (i) The contracting officer will make written inquiry to the contractor affording the contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings.
 - (ii) If the contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the contracting officer for good cause shown), the judiciary shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the contracting officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the contracting officer determines that the markings are authorized, the contractor will be so notified in writing. If the contracting officer determines, with concurrence of the judiciary Procurement Executive, that the markings are not authorized, the contracting officer will furnish the contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the contractor files suit in a court of competent jurisdiction within 90 days of receipt of the contracting officer's decision. The judiciary will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the contracting officer's determination becoming final (in which instance the judiciary will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) Except to the extent the judiciary's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the judiciary removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or Incorrect Markings

- (1) Data delivered to the judiciary without any restrictive markings shall be deemed to have been furnished with unlimited rights. The judiciary is not liable for the disclosure, use, or reproduction of such data.
- (2) If the unmarked data has not been disclosed without restriction outside the judiciary, the contractor may request, within 6 months (or a longer time approved by the contracting officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the contractor's expense. The contracting officer may agree to do so if the contractor:
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and
 - (iv) Acknowledges that the judiciary has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the contracting officer may:
 - (i) Permit correction of the notice at the contractor's expense if the contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.

(g) Protection of Limited Rights Data and Restricted Computer Software

- (1) The contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the contractor shall:
 - (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer database for delivery to the judiciary shall be treated as limited rights data and not restricted computer software.

(h) Subcontracting

The contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the contractor's obligations to the judiciary under this contract. If a subcontractor refuses to accept terms affording the judiciary those rights, the contractor shall promptly notify the contracting officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the contracting officer.

(i) Relationship to Patents or Other Rights

Nothing contained in this clause shall imply a license to the judiciary under any patent or be construed as affecting the scope of any license or other right otherwise granted to the judiciary.

(end)

I.4 Clause 2-90-C, OPTION TO EXTEND SERVICES (Jan 2003)

- a. The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract.

(end)

I.5 Clause 2-90D, Option to Extend the Term of the Contract (JAN 2003)

(a) The judiciary may extend the term of this contract by written notice to the contractor within 30 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the judiciary to an extension.

(b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

[END OF SECTION I]

SECTION J

List of Attachments

Attachment 1 – Sample Documents

Attachment 2 – Confidentiality Agreement

Attachment 3 – DOL Service Contract Wage Determination

[END OF SECTION J]

SECTION K

Representations, Certifications, and Other Statements of Offerors

K.1 Clause 3-5, Taxpayer Identification (APR 2011)

(a) Definitions

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

- (b) All offerors shall submit the information required in paragraphs (d) and (e) of this provision to comply with debt collection requirements of 31 U.S.C. §§7701(c) and 3325(d), reporting requirements of 26 U.S.C. §§6041, 6041A, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. §7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN): _____

- ☐ TIN has been applied for.
- ☐ TIN is not required, because:
- ☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the federal government.

(e) Type of organization:

- ☐ sole proprietorship;
- ☐ partnership;
- ☐ corporate entity (not tax-exempt);
- ☐ corporate entity (tax-exempt);
- ☐ government entity (federal, state or local);

- ☐ foreign government;
- ☐ international organization per-26 CFR 1.6049-4;
- ☐ other _____.

(f) *Contractor representations.*

The offeror represents as part of its offer that it is ☐, is not ☐ 51% owned and the management and daily operations are controlled by one or more members of the selected socio-economic group(s) below:

- ☐ Women Owned Business
- ☐ Minority Owned Business (if selected then one sub-type is required)
 - ☐ Black American Owned
 - ☐ Hispanic American Owned
 - ☐ Native American Owned (American Indians, Eskimos, Aleuts, or Native Hawaiians)
 - ☐ Asian-Pacific American Owned (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)
 - ☐ Subcontinent Asian (Asian-Indian) American Owned (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)
 - ☐ Individual/concern, other than one of the preceding.

(end)

K.2 Clause 3-15, Place of Performance (JAN 2003)

If the judiciary intends or the offeror proposes, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this offer, the offeror shall include in its offer a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP code, and the name and address of the operators of those facilities if other than the offeror.

K.3 Clause 3-20, Certificate Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters (APR 2011)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that:
- (i) the offeror and/or any of its principals:
 - (A) are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (B) have ___ have not ___, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) have ___ have not ___, within the three-year period preceding this offer, been notified of any delinquent federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when the full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples.
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court

review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (Bankruptcy Code).

- (ii) The offeror ____ has ____ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

- (2) "Principal," for the purposes of this certification, means an officer; director; owner, partner or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. §1001.

- (b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.
- (d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(end)

K.4 Clause 3-30, Certificate of Independent Price Determination (JAN 2003)

- (a) The offeror certifies that:
 - (1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:
 - (A) those prices;
 - (B) the intention to submit an offer; or
 - (C) the methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and
 - (3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - (1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)
 - (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *(insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization)*;
 - (ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.5 Clause 3-130, Authorized Negotiators (JAN 2003)

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (*offeror lists names, titles, telephone numbers, and email address of the authorized negotiators*).

[END OF SECTION K]

SECTION L

Instructions, Conditions, and Notices to Offerors

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEPT 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
3-85	Explanation to Prospective Offerors	(AUG 2004)
3-95	Preparation of Offers	(JAN 2003)
3-100	Instructions to Offerors	(APR 2011)
7-60	Judiciary Furnished Property or Services	(JAN 2003)

L.2 PROVISION 3-210, PROTESTS (SEPT 2010)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:

- (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
- (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to offer opening or the closing date for receipt of offers, shall be filed prior to offer opening or the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
- (3) the protest shall include the following information:
 - (i) name, address, and fax and telephone numbers of the protester or its representative;
 - (ii) solicitation or contract number;
 - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - (iv) copies of relevant documents;
 - (v) request for a ruling by the judiciary;
 - (vi) statement as to the form of relief requested;
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
 - (viii) all information establishing the timeliness of the protest.
- (c) Unless stated otherwise elsewhere in this solicitation, protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, shall be served on the contracting officer at the Issuing Office address on the standard form, if any, or elsewhere in this solicitation. Written and dated acknowledgment of receipt must be obtained from the Contracting Officer issuing this solicitation, or authorized designee.
- (d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

L.3 TYPE OF CONTRACT (JAN 2003) 4-1

The judiciary plans to award a firm fixed-price contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

L.4 INQUIRIES

The individual responsible for supplying additional information and answering inquiries concerning the Solicitation Document is the Contracting Officer. All questions pertaining to this solicitation shall be submitted in writing to the Contracting Officer. Answers to questions will be provided to all Offerors being solicited, giving due regard to the proper protection of proprietary information. In order to accomplish this, all questions should be received by the Contracting Officer NO LATER THAN **14 CALENDAR DAYS** from date of issuance of the solicitation document.

All correspondence relating to the solicitation document shall be submitted to:

Rhonda Van Dyke, Contracting Officer

United States District Court – Arizona

401 W. Washington Street, Suite 150, SPC 5

Phoenix, AZ 85003

Email: rhonda_van_dyke@azd.uscourts.gov

L.5 FORMAT AND INSTRUCTIONS FOR PROPOSALS

This section provides instructions on how to prepare and submit a proposal in response to this Solicitation.

L.5.1 Proposal Instructions

The Offeror's proposal shall provide all of the information requested below. A cover letter may accompany the proposal to set forth any additional information that the Offeror wishes to bring to the attention of the U.S. District Court, District of Arizona.

The Offeror shall furnish an original and four (4) copies of Volume I: Business Proposal and an original and four (4) copies of Volume II: Technical Proposal.

L.5.2 Proposal Format

The Offeror's proposal shall consist of two parts: (i) a Volume I: Business Proposal, and (ii) a Volume II: Technical Proposal. Pages in each proposal volume are to be consecutively numbered using the volume number followed by standard Arabic numbers. The following is a summary of the required volume parts and sections prescribed in the paragraphs below:

- **VOLUME I: BUSINESS PROPOSAL**
 - Part 1: Cover Sheet
 - Part 2: Section K, Representations and Certifications
 - Part 3: Assumptions, Conditions, or Exceptions
 - Part 4: Contract Pricing/Completed Section B

- **VOLUME II: TECHNICAL PROPOSAL**
 - Part 1: Technical Approach
 - Part 2: Quality Assurance Plan
 - Part 3: Past Experience and Past Performance
 - Part 4: Key Personnel

L.6 VOLUME I: BUSINESS PROPOSAL

This volume of the proposal, submitted in original and four (4) copies, shall consist of the four sections described below:

L.6.1 Part 1 - Cover Sheet

Blocks 13, 14, 15, 16, and 18 of page 1 of Standard Form 33 (Section A of the RFP) will be completed by the Offeror, and Block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document. Therefore, the form shall be executed by a representative of the Offeror who is authorized to commit the Offeror to contractual obligations. Erasures or other changes shall be initialed by the individual signing the offer. Offers signed by an agent are to be accompanied by evidence of the agent's authority.

L.6.2 Part 2 - Section K (Representations, Certifications, and Other Statements of the Offeror)

The Offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of Volume I of the proposal.

L.6.3 Part 3 - Assumptions, Conditions, or Exceptions

The Offeror shall submit under this section, all assumptions (if any), conditions, or exceptions upon which the contractual and cost/price part of this proposal is based. If not listed here, it will be assumed that none exist, including any which may be buried in the Offeror's technical and price proposals.

L.6.4 Part 4 - Contract Pricing/Completed Section B

The offeror shall provide separate pricing for each contract year using the Schedule contained in Section B.

L.7 VOLUME II - TECHNICAL PROPOSAL

Volume II: The Technical Proposal shall be used to determine the technical acceptability of the offeror with regard to the offeror's understanding and approach to meeting the requirements described in the Statement of Work. The technical proposal shall clearly demonstrate the technical approach proposed for meeting the requirements established in the solicitation. The technical proposal shall also address the offerors technical approach as described below. Failure to furnish full and complete information requested below may cause an offer to be determined technically unacceptable.

Volume II shall consist of the following parts/sections:

L.7.1 Part 1 - Technical Approach

The offeror shall address how it intends to meet the requirements of Section C of the solicitation. This should consist of the narrative for each SOW section that details the offeror's understanding of that section and demonstrates the approach that the offeror will utilize to provide the required services. The technical approach must address how the offeror intends to meet the acceptable quality service level requirements, such as an internal quality assurance document. Additionally, the proposal must include a list of equipment the offeror intends to use for performance of the work which is required to be fully automated, including identifying the manufacturer, model, and date of purchase.

L.7.2 Part 2 – Quality Assurance Plan

The offeror shall provide a copy of their quality assurance plan or address exactly how the offeror will ensure quality requirements are met. This should include detailed information on the automated processes utilized to prepare, print, collate, fold, and insert all mailing materials.

L.7.3 Part 3 - Past Performance and Past Experience

The offeror's past performance and past experience will be evaluated to assess the offeror's ability to successfully perform the work required by this solicitation. In particular, the offeror's experience will be evaluated to ascertain the breadth of experience as it relates to the requirements of this solicitation. At a minimum, the offeror shall provide descriptions of three (3) previous government or commercial projects/contracts performed within five (5) years of proposal submission. The offeror shall demonstrate that these projects/contracts were for comparable services of a similar size and scope and with similar standards of quality. The following information must be submitted for each:

- Name and Description of project.
- Contract Number/Project Number.
- Brief Description of the Project (including contract number and award date)
- Offerors role (prime contractor, subcontractor)
- Percentage of work completed in Offeror=s role
- Name and address of customer company or government agency.
- Names, addresses, and telephone numbers of a technical point of contact and contracting officer.
- Awarded Price/Cost
- Final, or projected final, Price/Cost
- Number of Offeror's personnel assigned to the contract/project
- Period of Performance
- Narrative description of the size/scope of the project and how it directly relates to the requirements of this solicitation

The Court will consider in its evaluation of past performance the Offeror's reliability of services, attention to customer requirements, and level of customer satisfaction.

L.7.4 Part 4 - Key Personnel

The offeror shall provide the resume of the Project Director, identified in Clause I.2, to be assigned to the contract resulting from this solicitation. The resume shall be no more than four (4) pages and contain the following information:

- Full name.
- Education.
- Chronological work experience that substantiates by involvement and duration the skill positions and services that they are being proposed for, including

company name and phone number of immediate supervisor for each position listed.

- A brief narrative relating work experience to the effort required herein.
- Affiliations with professional organizations
- Relevant licenses and certifications
- A dated and signed statement by the individual certifying that the information of the resume is true and accurate.

[END OF SECTION L]

SECTION M

Evaluation and Award

M.1 PROVISION B-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (SEP 2010)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement.aspx>

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
2-85A	Evaluation Inclusive of Options	(JAN 2003)

M.2 EVALUATION PROCESS

M.2.1 Evaluation of Proposals

M.2.1.1 General

1. Contract award will be made to the Offeror whose proposal conforms to the solicitation, and is determined to be the best value to the court, price and other factors considered as described below.
2. Each initial offer should contain the Offeror's best terms from a technical and price standpoint. Proposal clarification/revision requests may be issued which encompass any and all written documentation submitted in response to the RFP as may be deemed necessary by the Contracting Officer to fully explore and evaluate the merits of proposals submitted.

M.2.1.2 Technical Evaluation

Technical proposals will be evaluated based upon the information contained in the Offeror's proposal, as well as any other outside information available to the court. The proposals will be evaluated based on the evaluation factors set forth below with price being considered equal to overall technical merit:

Technical Approach Factors

- A. Technical Approach (L.7.1)
- B. Quality Assurance Plan (L.7.2)
- C. Past Performance (L.7.3)
- D. Past Experience (L.7.3)
- E. Key Personnel (L.7.4)

With respect to the evaluation of Technical Excellence, the Technical Approach Factors identified above are listed in descending order of importance.

M.2.1.3 Price Evaluation

The offeror's proposed pricing will be evaluated for reasonableness. Offers that are unrealistically high or low in price will be considered indicative of a lack of understanding of the complexity and risk associated with work performed under the resulting contract. Offers that contain unrealistic prices may not be considered for award.

M.3 CONTRACT AWARD

The Court intends to award one contract resulting from this solicitation. Contract award will be made to the responsible offeror whose offer represents the best overall value to the Court.

M.4 PROVISION 3-70, DETERMINATION OF RESPONSIBILITY (JAN 2003)

A determination of responsibility will be made on the apparent successful offeror(s) prior to contract award. If the prospective contractor(s) is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

[END OF SECTION M]

Attachment 1
Sample Documents

Information Letter

Attached are three pages that are examples of the information letter for each divisional office. These letters will be provided in electronic form but contractor should be aware of the variable data contained in each letter should contractor have a need to create their own shell document for the merging and printing processes.

- The text in black is standard text and does not change.
- The text in red is the variable data that would be provided each week/month by the District of Arizona and manually entered into the shell document.
- The text in orange on the Tucson summons is text that is removed from the summons when that particular parking lot is unavailable. This normally occurs January - March of each year.
- The text in blue would be inserted as needed when holidays fall during a term of service.

There are no changes to the information letters for the second mailings.



**UNITED STATES DISTRICT COURT
JUROR INFORMATION LETTER
PHOENIX DIVISION**

Direct correspondence to:
U.S. District Court, Jury Administrator
401 W. Washington St., SPC 2
Phoenix, AZ 85003-2118

You are on call as a juror in Federal Court for the week of **April 2, 2012**. This letter explains reporting instructions and other important information. Please read it carefully and keep it until the end of your jury service. For your convenience, the Juror Qualification Questionnaire can be completed online by going to www.azd.uscourts.gov and clicking on "Juror Information." Please note: Monday, April 2, 2012 is a holiday and the court will be closed that day.

Term of Jury Service: You are on call for a one-week period or one appearance. If selected as a trial juror, your service concludes at the completion of the trial. Jurors for the Phoenix Division are selected from Gila, La Paz, Maricopa, Pinal and Yuma counties.

Reporting instructions: Call toll free **1-877-785-1415** the weekend of **March 31st** for your reporting instructions. The recording will ask you to enter your 9-digit participant number which is above your name and address on the enclosed summons. You may call the recording anytime after 5:00 p.m. on Friday, or over the weekend. **Do not report on March 31st**, this is the date you begin calling for instructions. After returning your questionnaire, please wait until the week prior to your reporting date to check your status.

Your reporting status is available on our website at www.azd.uscourts.gov under **Juror Reporting Status**. Enter your 9-digit participant number and your 5-digit zip code. While logged on to our internet site, we encourage you to read the *Handbook for Trial Jurors* (click on "Juror Information") prior to reporting for jury service.

You must verify your reporting status after 5:00 p.m. the evening before you are scheduled to report. If you report after jury service has canceled, you will not be paid. If you submit a request to be excused from jury duty, please verify that your request was granted by calling the automated phone system. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed. **Failure to report to court as instructed may result in contempt of court, and you may be fined \$1,000, imprisoned three days, ordered to perform community service, or any combination thereof, for noncompliance.**

Excused Days: If you are unavailable on some or all of the days during your one week period of being on-call, please note the specific date(s) and reason(s) on the reverse side of the form. In addition, please specify a one week time period in the next three months that you will make yourself available in the event we are unable to excuse you on your unavailable days. If you do not offer an alternative week, you may be randomly assigned to a future week of jury service and will be expected to be available at that time. If you do not receive a deferral to a later week, you may assume that the day(s) you noted as unavailable will be honored and you will not be scheduled to report on those day(s). No confirmation will be sent by the Court. Please verify your reporting status through the automated phone system or via the court's website.

Payment: You will be paid \$40/day for each day of jury attendance or travel, and 51 cents per mile (calculated based on your zip code) for your round-trip travel. If you reside over sixty (60) miles from the courthouse, you may stay in a hotel the night prior to jury selection. It is recommended that jurors who reside 60 or more miles from the courthouse come prepared with clothing and personal items to last through the end of the week in the event they are selected as a trial juror and elect not to commute. Eligible jurors will be paid approximately \$199 for lodging and meal expenses and a lodging receipt must be produced. Mileage reimbursement cannot exceed the per diem allowance. **Juror payment checks are mailed approximately 4 - 6 weeks FOLLOWING your service.**

Courthouse Location: 401 W. Washington Street, Suite 100, Phoenix, Arizona. Enter the building from the East side and the jury assembly room is located on the 1st floor. **BE PREPARED TO SHOW PICTURE ID.** **Parking:** Juror parking is available at 305 W. Washington Street, with entrance to the garage at 4th Avenue and Washington. This is directly to the east of the Courthouse. Please note that Washington is a one-way street heading west and 4th Avenue begins a one-way street at Washington heading south. Bring your parking ticket with you for validation. Information regarding local bus routes can be obtained from Valley Metro at 602-253-5000 or their website www.valleymetro.org.

Courtroom Attire: Proper dress is required for jurors. **NO** shorts, tank or halter tops, or rubber sandals are allowed. Business casual is encouraged. You will not be paid if inappropriately dressed. Since the courtrooms tend to be cool, you may also want to bring a sweater or light jacket.

Courthouse Regulations: Weapons, pocket knives, scissors, sharp objects, mace, etc. are not allowed in the courthouse. Cameras and any type of recording devices may not be used in the courtroom. Beepers and cellular phones are allowed in the courthouse but must be turned to the off mode while in the courtroom.

Please recognize that while every effort will be made to utilize all prospective jurors, it is possible that you will report to the courthouse and be dismissed because the case settles before trial. The presence of a jury is a persuasive factor in dispute resolution and therefore your appearance is very important whether or not you sit on a jury.

Under Federal Law, no employer may discharge, threaten to discharge, intimidate, or coerce any permanent employee because of the employee's jury service. An employer who violates this law is subject to a penalty of \$1,000 - \$5,000, community service and payment of damages and attorney fees. If you are selected for jury duty, give a copy of this letter to your employer.



UNITED STATES DISTRICT COURT
JUROR INFORMATION LETTER
PRESCOTT DIVISION

Direct correspondence to:
U.S. District Court, Jury Administrator
401 W. Washington St., SPC 2
Phoenix, AZ 85003-2118

You are on call as a juror in Federal Court for the month of **April 2012**. This letter explains reporting instructions and other important information. Please read it carefully and keep it until the end of your jury service. For your convenience, the Juror Qualification Questionnaire can be completed online by going to www.azd.uscourts.gov and clicking on "Juror Information." Please note: Monday, April 2, 2012 is a holiday and the court will be closed that day.

Term of Jury Service: You are on call for a one month period or one appearance. If selected as a trial juror, your service will conclude at the completion of the trial. District Court jurors for the Prescott Division are selected from Apache, Coconino, Mohave, Navajo and Yavapai counties.

Reporting instructions: Call toll free **1-877-785-1415** on the weekend of **March 31st** and each weekend thereafter until you have been excused. Enter your 9-digit participant number (found above your name and address on the enclosed summons) and listen for your reporting instructions for the following week. You may call the recording anytime after 5:00 p.m. on Friday, or over the weekend until Monday morning. **Do not report on March 31st**, this is the date you begin calling for instructions. After returning your questionnaire, please wait until the week prior to your reporting date to check your status.

Your reporting status is available on our website at www.azd.uscourts.gov under **Juror Reporting Status**. Enter your 9-digit participant number and your 5-digit zip code. While logged on to our internet site, we encourage you to read the *Handbook for Trial Jurors* (click on "Juror Information") prior to reporting for jury service.

You must verify your reporting status after 5:00 p.m. the evening before you are scheduled to report. If you report after jury service has canceled, you will not be paid. It is your responsibility to check your reporting status each weekend and the evening before your reporting day. If you submit a request to be excused from jury duty, please verify that your request was granted by calling the automated phone system. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed. **Failure to report to court as instructed may result in contempt of court, and you may be fined \$1,000, imprisoned three days, ordered to perform community service, or any combination thereof, for noncompliance.**

Excused Days: If you will be unavailable certain days during the month, please note the days on the reverse side of the questionnaire under remarks. Depending on the number of days you are unavailable, you may be deferred to another term of service. If you are not deferred, you may assume that the day(s) you listed will be honored and you will not be scheduled on those day(s). No confirmation notice will be sent by the Court. Please verify your status through the automated phone system or this website.

Payment: You will be paid \$40/day for each day of jury attendance or travel, and 51 cents per mile (calculated based on your zip code) for your round-trip travel. If you reside over sixty (60) miles from the courthouse, you may stay in a hotel the night prior to jury selection. It is recommended that jurors who reside 60 or more miles from the courthouse come prepared with clothing and personal items to last through the end of the week in the event they are selected as a trial juror and elect not to commute. Eligible jurors will be paid approximately \$163 for lodging and meal expenses and a lodging receipt must be produced. Mileage reimbursement cannot exceed the per diem allowance. **Juror payment checks are mailed approximately 4 - 6 weeks FOLLOWING your service.**

Courthouse Location: Second floor of the Post Office Building, 101 W. Goodwin Street (corner of Cortez and Goodwin Streets), Prescott, Arizona. The building opens at 8:00 a.m. **BE PREPARED TO SHOW PICTURE ID.**

Parking: Do not park at the parking meters which surround the Post Office Building. Jury selection will take longer than the time allowed on the meters. There are public parking lots in the immediate area; and non-metered parking on the streets a further distance from the Post Office Building.

Courtroom Attire: Proper dress is required for jurors. **NO** shorts, tank or halter tops, or rubber sandals are allowed. Business casual is encouraged. You will not be paid if inappropriately dressed.

Courthouse Regulations: Weapons, pocket knives, scissors, sharp objects, mace, etc. are not allowed in the courthouse. Cameras and any type of recording devices may not be used in the courtroom. Beepers and cellular phones are allowed in the courthouse but must be turned to the off mode while in the courtroom.

Please recognize that while every effort will be made to utilize all prospective jurors, it is possible that you will report to the courthouse and be dismissed because the case settles before trial. The presence of a jury is a persuasive factor in dispute resolution and therefore your appearance is very important whether or not you sit on a jury.

Under Federal Law, no employer may discharge, threaten to discharge, intimidate, or coerce any permanent employee because of the employee's jury service. An employer who violates this law is subject to a penalty of \$1,000 - \$5,000, community service and payment of damages and attorney fees. If you are selected for jury duty, give a copy of this letter to your employer.



**UNITED STATES DISTRICT COURT
JUROR INFORMATION LETTER
TUCSON DIVISION**

Direct correspondence to:
U.S. District Court, Jury Administrator
405 W. Congress Street, Ste. 1500
Tucson, AZ 85701-5010

You are on call as a juror in Federal Court for the week of **April 2, 2012**. This letter explains reporting instructions and other important information. Please read it carefully and keep it until the end of your jury service. For your convenience, the Juror Qualification Questionnaire can be completed online by going to www.azd.uscourts.gov and clicking on "Juror Information." Please note: Monday, April 2, 2012 is a holiday and the court will be closed that day.

Term of Jury Service: You are on call for one-week or one appearance. If selected as a trial juror, your service concludes at the completion of the trial. Jurors for the Tucson Division are selected from Cochise, Graham, Greenlee, Pima and Santa Cruz counties.

Reporting instructions: Call toll free **1-877-785-1415** the weekend of **March 31st** for your reporting instructions. The recording will ask you to enter your 9-digit participant number which is above your name and address on the enclosed summons. You may call the recording anytime after 5:00 p.m. on Friday, or over the weekend. **Do not report on March 31st**, this is the date you begin calling for instructions. After returning your questionnaire, please wait until the week prior to your reporting date to check your status.

Your reporting status is available on our website at www.azd.uscourts.gov under **Juror Reporting Status**. Enter your 9-digit participant number and your 5-digit zip code. While logged on to our internet site, we encourage you to read the *Handbook for Trial Jurors* (click on "Juror Information") prior to reporting for jury service.

You must verify your reporting status after 5:00 p.m. the evening before you are scheduled to report. If you report after jury service has canceled, you will not be paid. If you submit a request to be excused from jury duty, please verify that your request was granted by calling the automated phone system. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed. **Failure to report to court as instructed may result in contempt of court, and you may be fined \$1,000, imprisoned three days, ordered to perform community service, or any combination thereof, for noncompliance.**

Excused Days: If you are unavailable on some or all of the days during your one week period of being on-call, please note the specific date(s) and reason(s) on the reverse side of the form. In addition, please specify a one week time period in the next three months that you will make yourself available in the event we are unable to excuse you on your unavailable days. If you do not offer an alternative week, you may be randomly assigned to a future week of jury service and will be expected to be available at that time. If you do not receive a deferral to a later week, you may assume that the day(s) you noted as unavailable will be honored and you will not be scheduled to report on those day(s). No confirmation will be sent by the Court. Please verify your reporting status through the automated phone system or via the court's website.

Payment: You will be paid \$40/day for each day of jury attendance or travel, and 51 cents per mile (calculated based on your zip code) for your round-trip travel. If you reside over sixty (60) miles from the courthouse, you may stay in a hotel the night prior to jury selection, **you do NOT need permission to stay**. It is recommended that jurors who reside 60 or more miles from the courthouse come prepared with clothing and personal items to last through the end of the week in the event they are selected as a trial juror and elect not to commute. Eligible jurors will be paid approximately \$159 for lodging and meal expenses and a lodging receipt must be produced. Mileage reimbursement cannot exceed the per diem allowance. **Juror payment checks are mailed approximately 4 - 6 weeks FOLLOWING your service.**

Courthouse Location: Evo A. DeConcini U.S. Courthouse, 405 W. Congress Street, Room 1102, first floor, Tucson, Arizona. **BE PREPARED TO SHOW PICTURE ID.** **Parking:** Juror parking is available at the city/state employee parking garage, located at 498 W. Congress Street. To access the garage, enter from the alley between the Circle K store and the west side of the parking structure. Parking is also available at the Rio Viejo Lot. The entrance is on the south side of Congress, noted by a small sign and access is through the former Carlos Murphy's/Garcia's restaurant parking lot. **Bring your parking ticket with you for validation.** Information regarding local bus routes can be obtained from Sun Tran at 520-792-9222 or their website www.suntran.com.

Courtroom Attire: Proper dress is required for jurors. **NO** shorts, tank or halter tops, or rubber sandals are allowed. Business casual is encouraged. You will not be paid if inappropriately dressed. Once again, please **DO NOT WEAR SHORTS.**

Courthouse Regulations: Weapons, pocket knives, scissors, sharp objects, mace, cassette/CD players, etc. are not allowed in the courthouse. Cameras and any type of recording devices may not be used in the courtroom. Beepers and cellular phones are allowed in the courthouse but must be turned to the off mode while in the courtroom.

Please recognize that while every effort will be made to utilize all prospective jurors, it is possible that you will report to the courthouse and be dismissed because the case settles before trial. The presence of a jury is a persuasive factor in dispute resolution and therefore your appearance is very important whether or not you sit on a jury.

Under Federal Law, no employer may discharge, threaten to discharge, intimidate, or coerce any permanent employee because of the employee's jury service. An employer who violates this law is subject to a penalty of \$1,000 - \$5,000, community service and payment of damages and attorney fees. If you are selected for jury duty, give a copy of this letter to your employer.

Juror Qualification Questionnaire

Attached are four pages. The first three pages are examples of the shell documents for the Juror Qualification Questionnaire for each divisional office.

- The text in black is standard text and does not change.
- The text in red is the variable data that would be provided each week/month by the District of Arizona and manually entered into the shell document.
- The text in blue is the data that would be contained in the data file provided by the District of Arizona. **PLEASE NOTE:** the bar code is not included in this data but each juror's nine digit participant number is included and that number will need to be converted to a bar code.

The final page is an example of a final, printed Juror Qualification Questionnaire that is ready for mailing.

For second mailings to the non-responded jurors, the date reference (FEB 07) would change to (FEB 07 #2).

DISTRICT OF AZ - PHOENIX (FEB 07)
SANDRA DAY O'CONNOR U.S. COURTHOUSE
401 W WASHINGTON ST, SPC 2
PHOENIX, AZ 85003-2118

FEB 07



300894294

BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003



(1) Over 70 years of age (if so, give month, day and year of birth under Remarks section). (2) A person who has served on a trial as a juror or as a grand juror within the last 2 years (give court name, dates and type of case under Remarks section). (3) A person who serves without compensation as a volunteer firefighter, member of a rescue squad or ambulance crew for a federal, state (including DC and territories of the U.S.) or local government agency (describe your service under Remarks section). (4) Please submit in writing any other hardship excuse request on the reverse side of this questionnaire under Remarks. (5) - (10) Not applicable for this District. Call 1-877-785-1415 or go to www.azd.uscourts.gov and click on Juror Reporting Status to learn of the action taken by the court.

**THIS QUESTIONNAIRE IS AVAILABLE FOR
COMPLETION ONLINE BY VISITING
www.azd.uscourts.gov AND CLICKING ON JUROR
INFORMATION.**

DISTRICT OF ARIZONA
PRESCOTT DIVISION (FEB)
DIRECT CORRESPONDENCE TO:
401 W WASHINGTON ST, SPC 2
PHOENIX, AZ 85003-2118

FEB



300894294

BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003



(1) Over 70 years of age (if so, give month, day and year of birth under Remarks section). (2) A person who has served on a trial as a juror or as a grand juror within the last 2 years (give court name, dates and type of case under Remarks section). (3) A person who serves without compensation as a volunteer firefighter, member of a rescue squad or ambulance crew for a federal, state (including DC and territories of the U.S.) or local government agency (describe your service under Remarks section). (4) Please submit in writing any other hardship excuse request on the reverse side of this questionnaire under Remarks. (5) - (10) Not applicable for this District. Call 1-877-785-1415 or go to www.azd.uscourts.gov and click on Juror Reporting Status to learn of the action taken by the court.

**THIS QUESTIONNAIRE IS AVAILABLE FOR
COMPLETION ONLINE BY VISITING
www.azd.uscourts.gov AND CLICKING ON JUROR
INFORMATION.**

DISTRICT OF AZ - TUCSON (FEB 07)
EVO A DECONCINI U.S. COURTHOUSE
405 W CONGRESS ST, SUITE 1500
TUCSON, AZ 85701-5010

FEB 07

BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

300894294

(1) Over 70 years of age (if so, give month, day and year of birth under Remarks section). (2) A person who has served on a trial as a juror or as a grand juror within the last 2 years (give court name, dates and type of case under Remarks section). (3) A person who serves without compensation as a volunteer firefighter, member of a rescue squad or ambulance crew for a federal, state (including DC and territories of the U.S.) or local government agency (describe your service under Remarks section). (4) Please submit in writing any other hardship excuse request on the reverse side of this questionnaire under Remarks. (5) - (10) Not applicable for this District. Call 1-877-785-1415 or go to www.azd.uscourts.gov and click on Juror Reporting Status to learn of the action taken by the court.

**THIS QUESTIONNAIRE IS AVAILABLE FOR
COMPLETION ONLINE BY VISITING
www.azd.uscourts.gov AND CLICKING ON JUROR
INFORMATION.**



United States District Court

DISTRICT OF AZ - PHOENIX (FEB 07)
SANDRA DAY O'CONNOR U.S. COURTHOUSE
401 W WASHINGTON ST, SPC 2
PHOENIX, AZ 85003-2118

JUROR ID

TO: If your name and permanent address are not correct, please make corrections here.

FEB 07

BETSY TAIT

401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

300894294

Provide Your Phone Number(s)

Home

Work (incl. extension)

County You Now Live In

Area Code

Number

Area Code

Number & Ext.

Important Directions for Marking Answers & Signing This Form

Use A No. 2 Pencil



- Do not use ink or ballpoint
- Fill out form on hard surface
- Make heavy black marks that fill in the circle completely
- Erase any changes completely
- Make no stray marks
- Do not write in margins nor in official use only areas

Right ☐
Wrong ☒

FOR OFFICIAL USE

Jurors
Please Do
Not Write In
This Space

Q ☐
X ☐
E ☐
D ☐



JUROR QUALIFICATION QUESTIONNAIRE

Please Read Letter On Other Side Before Completing

If another person fills out the form, please indicate that person's name, address and reason why in the "Remarks" section.

Fill In Completely Your Response To Each Question.

1. Are you a citizen of the United States? Yes ☐ No ☐

2. Are you 18 years of age or older? Yes ☐ No ☐

Date of Birth: Month _____ Day _____ Year _____ Give your age _____

3. Has your primary residence for the past year been in this state? Yes ☐ No ☐

If "No", show under Remarks on reverse the names of other counties or states of primary residence during the past year and show dates. in the same county? Yes ☐ No ☐

4. Do you read, write, speak and understand the English language? Yes ☐ No ☐

5. Are any charges now pending against you for a violation of state or federal law punishable by imprisonment for more than one year? Yes ☐ No ☐

6. Have you ever been convicted, either by your guilty or nolo contendere plea or by a court or jury trial, of a state or federal crime for which punishment could have been more than one year in prison? Yes ☐ No ☐

7. (If "Yes"), Were your civil rights restored? (If "Yes", explain on the reverse side) Yes ☐ No ☐

8. Do you have any physical or mental disability that would interfere with or prevent you from serving as a juror? (If "Yes", please see notes to Question 8 on reverse side.) Yes ☐ No ☐

9. EXEMPTIONS

Are you employed on a full time basis as a:

Public official of the United States, state, or local government who is elected to public office or directly appointed by one elected to office Yes ☐ No ☐

Member of any governmental police or regular fire dept. (not including volunteer or non-governmental departments) Yes ☐ No ☐

Member in active service of the armed forces of the United States. Yes ☐ No ☐

10. RACE/ETHNICITY

a. To assist in ensuring that all people are represented on juries, please fill in completely one or more circles which describe you. (See note on reverse side.) Nothing disclosed will affect your selection for jury service.

☐ Black/African American ☐ Asian ☐ American Indian/Alaska Native ☐ White ☐ Native Hawaiian/Pacific Islander ☐ Other (specify) _____

b. Are you Hispanic or Latino? Yes ☐ No ☐

11. SEX

Male ☐
Female ☐

12. OCCUPATION (See reverse side)

Are you now employed? Yes ☐ No ☐

Are you a salaried employee of the U.S. gov't? Yes ☐ No ☐

Your Usual Occupation, Trade, Or Business

Your Employer's Name

Business Or Employer's Address

14. Grounds For Requesting Excuse

(see Notes to Question 14 on other side).

This section describes certain categories of persons who may be excused from service as a juror. If you are a person in one of these categories listed below and you wish to be excused, fill in completely the circle for the number of your category listed below here:

Or, if you wish to serve, do not show anything here. Persons showing a category of excuse which requires more information must give it on the other side under "Remarks".

13. EDUCATION

Show the extent of your education above grade school Yes ☐ No ☐

High school/ GED equivalent ☐

Trade/Vocational school ☐

Above high school ☐

(1) Over 70 years of age (If so, give month, day and year of birth under Remarks section). (2) A person who has served on a trial as a juror or as a grand juror within the last 2 years (give court name, dates and type of case under Remarks section). (3) A person who serves without compensation as a volunteer firefighter, member of a rescue squad or ambulance crew for a federal, state (including DC and territories of the U.S.) or local government agency (describe your service under Remarks section). (4) Please submit in writing any other hardship excuse request on the reverse side of this questionnaire under Remarks. (5) - (10) Not applicable for this District. Call 1-877-788-1415 or go to www.azd.uscourts.gov and click on Juror Reporting Status to learn of the action taken by the court.

**THIS QUESTIONNAIRE IS AVAILABLE FOR
COMPLETION ONLINE BY VISITING
www.azd.uscourts.gov AND CLICKING ON JUROR
INFORMATION.**

15. MARITAL STATUS: ☐ Single ☐ Married ☐ Widowed ☐ Separated or Divorced

16. I declare under penalty of perjury that all answers are true to the best of my knowledge and belief.

SIGN
HERE

Date

If your address changes after you have returned the questionnaire, please notify the court promptly by letter or post card, addressing it to "Attention: Jury Administrator."

Summons for Jury Service

Attached are seven pages. The first three pages are examples of the shell documents for the first mailing of the Summons for Jury Service for each divisional office.

- The text in black is standard text and does not change.
- The text in red is the variable data that would be provided each week/month by the District of Arizona and manually entered into the shell document.
- The text in blue is the data that would be contained in the data file provided by the District of Arizona. **PLEASE NOTE:** the bar code is not included in this data but each juror's nine digit participant number is included and that number will need to be converted to a bar code.
- The text in orange on the Tucson summons is text that is removed from the summons when that particular parking lot is unavailable. This normally occurs January - March of each year.

The fourth page is an example of a final, printed Summons for Jury Service that is ready for mailing.

The last three pages are examples of the shell documents for the second mailing of the Summons for Jury Service for each divisional office.

- The text in black is standard text and does not change for the second mailing but it is different from the first mailing.
- The text in red is the variable data that would be provided each week/month by the District of Arizona and manually entered into the shell document.
- The text in blue is the data that would be contained in the data file provided by the District of Arizona. **PLEASE NOTE:** the bar code is not included in this data but each juror's nine digit participant number is included and that number will need to be converted to a bar code.
- The text in orange on the Tucson summons is text that is removed from the summons when that particular parking lot is unavailable. This normally occurs January - March of each year.

There is no example of the final, printed Summons for Jury Service for the second mailing.

DISTRICT OF AZ - PHOENIX DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
DO NOT REPORT ON 02/05/11. YOU
BEGIN CALLING ON THIS DATE.

300894294
BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

DISTRICT OF AZ - PHOENIX DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
DO NOT REPORT ON 02/05/11. YOU
BEGIN CALLING ON THIS DATE.

FEBRUARY 05, 2011

Call automated phone system

300894294

1-877-785-1415



300894294

KEEP THIS FORM DO NOT RETURN IT TO THE JURY OFFICE

PLEASE NOTE: The Juror Qualification Questionnaire is now available for completion online by going to www.azd.uscourts.gov and clicking on Juror Information. Confirmation relating to your reporting status **MUST** be obtained by calling the automated phone system at 1-877-785-1415 or by accessing the juror information option on our website. You **will not** receive notice of your reporting status through the mail. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed.

Courthouse: 401 W. Washington Street, Room 100 (SW corner of 4th Avenue and Washington Streets), Phoenix, Arizona. Please note that the courthouse does not open until 8:00 a.m. **Parking:** 305 W. Washington Street (SE corner of 4th Avenue and Washington Streets). Do not park at meters. **BE PREPARED TO SHOW PICTURE ID.**

The U. S. District court will never ask for personal information over the telephone. Most contact between the court and a prospective juror takes place through the U. S. Mail. Any telephone contact initiated by the court will not include requests for social security numbers, credit card numbers, or any other personal or sensitive information.

DISTRICT OF AZ - PRESCOTT DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR MONTH OF FEBRUARY 2011.
DO NOT REPORT ON 01/29/11. YOU
BEGIN CALLING ON THIS DATE.

300894294
BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

DISTRICT OF AZ - PRESCOTT DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR MONTH OF FEBRUARY 2011.
DO NOT REPORT ON 01/29/11. YOU
BEGIN CALLING ON THIS DATE.

JANUARY 29, 2011

Call automated phone system

300894294

1-877-785-1415



300894294

**KEEP THIS FORM
DO NOT RETURN IT TO THE JURY OFFICE**

PLEASE NOTE: The Juror Qualification Questionnaire is now available for completion online by going to www.azd.uscourts.gov and clicking on Juror Information. Confirmation relating to your reporting status **MUST** be obtained by calling the automated phone system at 1-877-785-1415 or by accessing the juror information option on our website. You **will not** receive notice of your reporting status through the mail. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed.

Courthouse: Second floor of Post Office Building; 101 W. Goodwin Street (corner of Cortez and Goodwin Streets), Prescott, Arizona. **Parking:** Public parking lots in immediate area and non-metered parking on the streets a further distance from the building. Do not park at meters. **BE PREPARED TO SHOW PICTURE ID.**

The U. S. District court will never ask for personal information over the telephone. Most contact between the court and a prospective juror takes place through the U. S. Mail. Any telephone contact initiated by the court will not include requests for social security numbers, credit card numbers, or any other personal or sensitive information.

DISTRICT OF AZ - TUCSON DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
DO NOT REPORT ON 02/05/11. YOU
BEGIN CALLING ON THIS DATE.

300894294
BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

DISTRICT OF AZ - TUCSON DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
DO NOT REPORT ON 02/05/11. YOU
BEGIN CALLING ON THIS DATE.

FEBRUARY 05, 2011

Call automated phone system

300894294

1-877-785-1415



300894294

**KEEP THIS FORM
DO NOT RETURN IT TO THE JURY OFFICE**

PLEASE NOTE: The Juror Qualification Questionnaire is now available for completion online by going to www.azd.uscourts.gov and clicking on Juror Information. Confirmation relating to your reporting status **MUST** be obtained by calling the automated phone system at 1-877-785-1415 or by accessing the juror information option on our website. You **will not** receive notice of your reporting status through the mail. Requests to be excused or deferred are not automatically granted. Your reporting status **MUST** be confirmed.

Courthouse: 405 W. Congress, Room 1102, Tucson, Arizona. **Parking:** 498 W. Congress Street (enter from the alley between the Circle K store and the west side of the parking structure) and the Rio Viejo Lot (entrance is on the south side of Congress, noted by a small sign and access is through the former Carlos Murphy's/Garcia's restaurant parking lot). Do not park at meters. **BE PREPARED TO SHOW PICTURE ID.**

The U. S. District court will never ask for personal information over the telephone. Most contact between the court and a prospective juror takes place through the U. S. Mail. Any telephone contact initiated by the court will not include requests for social security numbers, credit card numbers, or any other personal or sensitive information.

UNITED STATES DISTRICT COURT

DISTRICT OF AZ - PHOENIX DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
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BEGIN CALLING ON THIS DATE.

SUMMONS
FOR JURY
SERVICE

PLEASE READ
FURTHER
INSTRUCTIONS IN
THE INFORMATION
INCLUDED WITH THIS
SUMMONS.



TO:

300894294

BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

PLEASE BRING THIS
SUMMONS WITH YOU
WHEN YOU REPORT
FOR JURY DUTY

DETACH AT PERFORATION FOR JUROR BADGE

JUROR

UNITED STATES DISTRICT COURT



300894294

THE COURT SUMMONS YOU TO APPEAR FOR JURY DUTY BEGINNING ON THE
DATE, TIME AND PLACE SHOWN BELOW.

LOCATION:

DISTRICT OF AZ - PHOENIX DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR WEEK OF FEBRUARY 07, 2011.
DO NOT REPORT ON 02/05/11. YOU
BEGIN CALLING ON THIS DATE.

DATE:

FEBRUARY 5, 2011

TIME

Call automated phone system

JUROR NUMBER:

300894294

PHONE NO. TO CALL:

1-877-785-1415

Please complete the juror qualification questionnaire enclosed. Answer each question, with a number 2 pencil, sign and return the questionnaire in the postage-free envelope within ten days.

KEEP THIS FORM
DO NOT RETURN IT TO THE JURY OFFICE

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Courthouse: 401 W. Washington Street, Room 100 (SW corner of 4th Avenue and Washington Streets), Phoenix, Arizona. Please note that the courthouse does not open until 8:00 a.m. **Parking:** 305 W. Washington Street (SE corner of 4th Avenue and Washington Streets). Do not park at meters. **BE PREPARED TO SHOW PICTURE ID.**

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DISTRICT OF AZ - PRESCOTT DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR MONTH OF FEBRUARY 2011.
DO NOT REPORT ON 01/29/11. YOU
BEGIN CALLING ON THIS DATE.

300894294
BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

DISTRICT OF AZ - PRESCOTT DIVISION
REFER TO THE ENCLOSED LETTER.
ON CALL FOR MONTH OF FEBRUARY 2011.
DO NOT REPORT ON 01/29/11. YOU
BEGIN CALLING ON THIS DATE.

JANUARY 29, 2011

Call automated phone system

300894294

1-877-785-1415



300894294

NOTICE OF FAILURE TO COMPLY WITH FEDERAL COURT SUMMONS

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Federal statute 28 U.S.C. 1864(a) states: "Any person who fails to return a completed juror qualification form as instructed may be summoned by the clerk or jury commission forthwith to appear before the clerk or jury commission to fill out a juror qualification form." **COMPLIANCE IS REQUIRED BY FEDERAL LAW. PLEASE COMPLETE AND RETURN THE ENCLOSED FORM IMMEDIATELY.**

Courthouse: Second floor of Post Office Building; 101 W. Goodwin Street (corner of Cortez and Goodwin Streets), Prescott, Arizona. **Parking:** Public parking lots in immediate area and non-metered parking on the streets a further distance from the building. Do not park at meters. BE PREPARED TO SHOW PICTURE ID.

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DISTRICT OF AZ - PHOENIX DIVISION
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300894294
BETSY TAIT
401 W WASHINGTON ST SPC 2
PHOENIX, AZ 85003

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FEBRUARY 5, 2011

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DISTRICT OF AZ - TUCSON DIVISION
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Attachment 2
Confidentiality Agreement

Confidentiality Agreement

The contractor, INSERT CONTRACTOR NAME, agrees that while providing mail services to the U.S. District Court in Arizona to assume responsibility for protecting the confidentiality of judiciary records. Such information may include, but is not limited to, juror names, juror addresses, juror numbers and court case information. Such information is to be safeguarded to ensure that it is not improperly disclosed. Each officer or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein, and that further disclosure of any such information for a purpose or to an extent not so authorized may subject the person(s) responsible to criminal sanctions imposed by 18 U.S. C. §641. That section provides, in pertinent part, that whoever without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, will be guilty of a crime punishable by a fine up to \$10,000, or imprisoned up to ten years, or both.

Signature

Date

Printed Name

Company

Attachment 3

DOL Service Contract Wage Determination

WD 05-2023 (Rev.-15) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2023
Revision No.: 15
Date Of Revision: 06/13/2011

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal,
Yavapai

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.33
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01280 - Receptionist		12.58
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36
01420 - Survey Worker		16.63
01531 - Travel Clerk I		13.28
01532 - Travel Clerk II		14.46
01533 - Travel Clerk III		15.61
01611 - Word Processor I		13.82
01612 - Word Processor II		15.78
01613 - Word Processor III		17.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.34
05010 - Automotive Electrician		20.30

05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39
12130 - Medical Laboratory Technician	19.61
12160 - Medical Record Clerk	13.11
12190 - Medical Record Technician	15.57
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	33.98
12221 - Nursing Assistant I	10.25

12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	15.39
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	24.34
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.06
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	15.03
13062 - Media Specialist II	16.81
13063 - Media Specialist III	18.75
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	23.00
14072 - Computer Programmer II	24.90
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68
15090 - Technical Instructor	20.91

15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17
23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14

23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.52
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	19.52
27070 - Firefighter	21.80
27101 - Guard I	11.01
27102 - Guard II	16.13
27131 - Police Officer I	25.69
27132 - Police Officer II	28.53
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.84
28042 - Carnival Equipment Repairer	15.17
28043 - Carnival Equipment Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	17.99
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	19.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.45
29020 - Hatch Tender	19.45
29030 - Line Handler	19.45
29041 - Stevedore I	17.16
29042 - Stevedore II	21.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.58
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	21.56
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30210 - Laboratory Technician	22.92
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30390 - Photo-Optics Technician	24.69
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	31.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.12
30621 - Weather Observer, Senior	(see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	15.35

31310 - Taxi Driver	10.88
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	18.15
99711 - Recycling Specialist	23.31
99730 - Refuse Collector	17.29
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.69
99830 - Survey Party Chief	26.46
99831 - Surveying Aide	15.94
99832 - Surveying Technician	22.46
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.